

EXHIBIT G

OTIS WILSON - August 25, 2006

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH

THE SCO GROUP, INC.,

Plaintiff,

vs. 2:03 CV 0294 DAK

INTERNATIONAL BUSINESS MACHINES CORP.,

Defendant.

DEPOSITION OF OTIS WILSON

Friday, August 25, 2006

8:00 a.m.

Reported by:

Adrienne M. Mignano, RPR

JOB NO. 187053

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1 Wilson
2 testimony comport with your understanding
3 of the meaning of the term derivative works
4 in the standard software agreement for
5 UNIX?

6 MR. MARRIOTT: Objection as to
7 form.

8 A I agree with what he said.

9 Q Let me ask you, Mr. Wilson, to
10 state your understanding of the definition
11 of modifications or derivative works based
12 on the UNIX software product under the
13 standard software agreement for UNIX.

14 MR. MARRIOTT: Can I hear that
15 back, please?

16 (Record read)

17 MR. MARRIOTT: Objection as to
18 form.

19 Q Let me actually step back a
20 second and represent to you that the term
21 is not defined in the agreement. I don't
22 know if you understood that or not, but I
23 don't mean to test your recollection of
24 something that is otherwise defined in the
25 agreement.

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1 Wilson
2 As I understand it, those terms,
3 modifications and derivative works are not
4 defined in the standard agreement.

5 I'm asking, rather than asking
6 your definition, let me just ask you what
7 your understanding of those were in the
8 standard UNIX agreement.

9 MR. MARRIOTT: Objection as to
10 form.

11 A My understanding, it meant that
12 the software products at which the licensee
13 acquired from AT&T could be used. That was
14 the basic right granted to them to use that
15 software product. And the best term we
16 came up with was prepare derivative works
17 or make modifications.

18 Q And what did you understand a
19 derivative work or a modification to be
20 within the meaning of that standard
21 agreement?

22 A With regard to the standard
23 agreement, that was the right that was
24 granted to them to use a software product.

25 Q And do you recall whether any

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1 Wilson
2 licensee asked you during your tenure at
3 AT&T what AT&T's view of what constituted a
4 derivative work or modification was?

5 MR. MARRIOTT: Objection as to
6 form.

7 A I don't recall specifically, but
8 there were many many questions of that
9 nature that would come to my attention.

10 Q I am asking, I'm asking a
11 variety of different ways. If someone had
12 come to you in the mid '80s and said,
13 Mr. Wilson, what is a derivative work as
14 this term is used in this agreement, are
15 you able to recall what you think you would
16 have said? What would you have said in
17 response to a question like that?

18 MR. MARRIOTT: Objection as to
19 form. Calls for speculation. Lacks
20 foundation.

21 A I would have responded -- my
22 response would have been anything that you
23 create, or modify, or change, or alter or
24 create using the software product would be
25 a derivative work.

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1 Wilson
2 Our position with regard to the
3 derivative works was that anything that
4 contained a portion of the software product
5 would be AT&T's. Anything else would be
6 theirs's, the licensees.

7 And there was a lot of
8 discussion about keeping that clear. So
9 the reason for that was that the licensee
10 would not have any beneficial use of the
11 software if they couldn't use it to do
12 something.

13 Q You said there was a lot of
14 discussion. Do you mean within AT&T or
15 with licensees, or both?

16 A With licensees.

17 Q And can you recall any specific
18 licensees that you had those kinds of
19 discussions with?

20 A Just about with all of them.

21 Q Okay.

22 So it was a common area of
23 discussion?

24 A Yes, it was, because that was
25 the whole thing, the software agreement

31 (Pages 118 to 121)

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